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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EMANUEL TORRES, JUAN MANUEL
TORRES JR., JUAN MANUEL TORRES
VALDERRAMA, and JOSE C. VARGAS, as
individuals and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

v.

SO CAL LAND MAINTENANCE, INC., a
California corporation; STEPHEN HOLT
GUISE, an individual, and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2023-01327231-CU-OE-CXC

[Assigned to the Hon. Melissa McCormick in
Dept. CX-105]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

ACTION FILED: May 23, 2023

TRIAL DATE: None set

This Class and PAGA Settlement Agreement ("Agreement") is entered into by and between
Plaintiffs, Emanuel Torres, Juan Manuel Torres, Jr., Juan Manuel Torres Valderrama, and Jose C.

1 Vargas (collectively, “Plaintiffs”), on behalf of themselves and the putative Class Members and
2 Aggrieved Employees, and Defendants So Cal Land Maintenance, Inc. and Stephen Holt Guise
3 (collectively, “Defendants”). Plaintiffs and Defendants are referred to collectively herein as the
4 “Parties,” and individually as a “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action(s)” means Plaintiffs’ class and PAGA lawsuit entitled *Emanuel Torres, et al. v. So*
7 *Cal Land Maintenance, Inc., et al.*, Orange County Superior Court Case No. 30-2023-01327231-
8 CU-OE-CXC, filed on May 23, 2023;

9 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity
10 the Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount approved by the Court to be paid
12 from the Gross Settlement Amount to reimburse the Administrator for its reasonable fees and
13 expenses in administering the Settlement, consistent with the Administrator’s “not to exceed” bid
14 submitted in connection with Preliminary Approval.

15 1.4. “Aggrieved Employees” means all current and former non-exempt employees employed by
16 Defendants in California during the PAGA Period.

17 1.5. “Class Members” means all current and former non-exempt employees employed by
18 Defendants in California during the Class Period.

19 1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan
20 Law Group, P.C.

21 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
22 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,
23 respectively, incurred to prosecute the Action.

24 1.8. “Class Data” means the identifying information for Class Members in Defendants’
25 possession, including each Class Member’s name, last-known mailing address, Social Security
26 number, and total number of Workweeks during the Class Period and PAGA Pay Periods during the
27 PAGA Period.

- 1 1.9. "Class Member" means a member of the Class. A Class Member shall either be a
2 Participating Class Member or a Non-Participating Class Member.
- 3 1.10. "Class Member Address Search" means the Administrator's investigation and search for
4 current Class Member mailing addresses using all reasonably available sources, methods and means
5 including, but not limited to, the National Change of Address database, skip traces, and direct contact
6 by the Administrator with Class Members.
- 7 1.11. "Class Notice" means the COURT APPROVED NOTICE OF PROPOSED CLASS
8 ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to
9 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
10 A and incorporated by reference into this Agreement.
- 11 1.12. "Class Period" means the period from May 23, 2019, through December 31, 2025.
- 12 1.13. "Class Representatives" means Plaintiffs Emanuel Torres, Juan Manuel Torres, Jr., Juan
13 Manuel Torres Valderrama, and Jose C. Vargas, who will seek Court approval to serve as class
14 representatives in the Action.
- 15 1.14. "Class Representative Service Payments" means the amounts approved by the Court, not to
16 exceed Ten Thousand Dollars (\$10,000.00) for each of the Plaintiffs, to be paid from the Gross
17 Settlement Amount in consideration for their service as class representatives and in exchange for
18 providing a general release and waiver of California Civil Code section 1542.
- 19 1.15. "Complaint" means the First Amended Class and PAGA Representative Action Complaint
20 filed by the Plaintiffs on June 23, 2026 in the Action.
- 21 1.16. "Court" means the Superior Court of the State of California, County of Orange, Department
22 CX-105.
- 23 1.17. "Defendants" means So Cal Land Maintenance, Inc. and Stephen Holt Guise.
- 24 1.18. "Defense Counsel" means Thomas W. Kovacich, Joshua N. Lange, and Grace M. Lau of
25 Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation.
- 26 1.19. "Effective Date" means the date by when both of the following have occurred: (a) the Court
27 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is
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1 final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class
2 Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more
3 Participating Class Members object to the Settlement, the day after the deadline for filing a notice
4 of appeal from the Judgment, which is sixty (60) days after entry of Judgment; or (iii) if a timely
5 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues
6 a remittitur.

7 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
9 the Settlement.

10 1.22. "Gross Settlement Amount" means Three Hundred Eleven Thousand Five Hundred Dollars
11 (\$311,500.00), which is the total amount Defendants agree to pay under the Settlement, except that
12 (a) Defendants shall separately pay the employer's share of applicable payroll taxes in addition to
13 the Gross Settlement Amount, and (b) the Gross Settlement Amount may increase if the Escalator
14 provision is triggered. The Gross Settlement Amount shall be non-reversionary and shall be used to
15 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
16 Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and the
17 Administration Expenses Payment.

18 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net
19 Settlement Amount, calculated based on the number of Workweeks worked by the Participating
20 Class Member during the Class Period.

21 1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of twenty-five
22 percent (25%) of the PAGA Penalties, calculated according to the number of PAGA Pay Periods
23 worked by the Aggrieved Employee during the PAGA Period.

24 1.25. "Judgment" means the Judgment entered by the Court based upon Final Approval of the
25 Settlement.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency.

27 1.27. "LWDA PAGA Payment" means seventy-five percent (75%) of the PAGA Penalties to be
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1 paid to the LWDA pursuant to Labor Code section 2699, subdivision (i).

2 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments
3 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,
4 Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to
6 Participating Class Members as Individual Class Payments.

7 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement
8 by sending the Administrator a valid and timely Request for Exclusion.

9 1.30. “PAGA Pay Period” means any weekly pay period during which an Aggrieved Employee
10 worked for Defendants for at least one day during the PAGA Period.

11 1.31. “PAGA Period” means the period from April 17, 2022, through the end of the Class Period.

12 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

13 1.33. “PAGA Notice Letter” means the April 18, 2023 and May 24, 2024 letters submitted by
14 Plaintiffs to Defendants and the California Labor and Workforce Development Agency as the pre-
15 requisite notice pursuant to Labor Code sections 2698 *et seq.*.

16 1.34. “PAGA Penalties” means Twenty Thousand Dollars (\$20,000.00) to be paid from the Gross
17 Settlement Amount in settlement of the PAGA claims, of which seventy-five percent (75%) shall
18 be paid to the LWDA and twenty-five percent (25%) shall be allocated to Aggrieved Employees as
19 Individual PAGA Payments.

20 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
21 timely Request for Exclusion from the Settlement.

22 1.36. “Plaintiffs” means Emanuel Torres, Juan Manuel Torres, Jr., Juan Manuel Torres
23 Valderrama, and Jose C. Vargas.

24 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
25 Settlement.

26 1.38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of
27 the Settlement and directing notice to the Class.
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1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means Defendants So Cal Land Maintenance, Inc. and Stephen Holt Guise, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable shall have an additional fifteen (15) calendar days beyond the Response Deadline.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any weekly pay period during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS

2.1. On April 17, 2023, Plaintiff Ruben Porcayo, Plaintiff Juan Manuel Torres, Jr., and Plaintiff Jose C. Vargas submitted written notice to Defendants and the California Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code sections 2698 et seq., which notice was amended on May 24, 2023 (collectively, the “PAGA Notice Letter”) to include Plaintiff Emanuel Torres and Plaintiff Juan Manuel Torres Valderrama.

2.2. On May 23, 2023, Emanuel Torres, Juan Manuel Torres, Jr., Juan Manuel Torres Valderrama, and Jose C. Vargas (collectively, the “Torres Plaintiffs”), on behalf of themselves and

1 all similarly situated non-exempt employees, filed a class action lawsuit in the Superior Court of the
2 State of California, County of Orange, entitled *Emanuel Torres, et al. v. So Cal Land Maintenance,*
3 *Inc., et al.*, Case No. 30-2023-01327231-CU-OE-CXC (the “Torres Class Action”).

4 2.3. On June 23, 2023, the Torres Plaintiffs filed a First Amended Complaint in the Torres
5 Lawsuit adding a cause of action for civil penalties pursuant to PAGA (“Torres Class/PAGA
6 Action” or “Action”).

7 2.4. Prior to mediation, Plaintiffs obtained payroll records, time records, written policies, and
8 other relevant data from Defendants through informal discovery and investigation. Plaintiffs’
9 counsel conducted a sufficient investigation to permit an informed evaluation of the merits of the
10 Action and the fairness of the Settlement in accordance with *Dunk v. Foot Locker Retail, Inc. (1996)*
11 *48 Cal.App.4th 1794, 1801* and *Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129–*
12 *130.*

13 2.5. On October 31, 2025, the Parties participated in a mediation before Jason Marsili, Esq. At
14 the conclusion of the mediation, the Parties reached an agreement in principle to resolve all Class
15 and PAGA claims in the Action.

16 2.6. The Court has not granted class certification.

17 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
18 other pending matter or action asserting claims that would be extinguished or materially affected by
19 the Settlement.

20 3. MONETARY TERMS

21 3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 8 below, Defendants
22 agree to pay Three Hundred Eleven Thousand Five Hundred Dollars (\$311,500.00), as the Gross
23 Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the wage
24 portion of the Individual Class Payments. Defendants shall have no obligation to fund the Gross
25 Settlement Amount (or employer-side payroll taxes) prior to the deadline set forth in Paragraph 4.3
26 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without
27 requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of
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1 payment. No portion of the Gross Settlement Amount shall revert to Defendants.

2 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
3 following payments from the Gross Settlement Amount, in the amounts specified by the Court in
4 the Final Approval:

5 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives in
6 amounts not to exceed Ten Thousand Dollars (\$10,000.00) per Plaintiff, for a total of
7 \$40,000.00 (in addition to any Individual Class Payment and any Individual PAGA
8 Payment to which each is entitled as a Participating Class Member). Defendants will not
9 oppose Plaintiffs' request for Class Representative Service Payments that do not exceed
10 these amounts. As part of the motion for Class Counsel Fees Payment and Class Counsel
11 Litigation Expenses Payment, Plaintiffs will seek Court approval of the Class
12 Representative Service Payments no later than sixteen (16) court days prior to the Final
13 Approval Hearing. If the Court approves Class Representative Service Payments in
14 amounts less than those requested, the Administrator shall retain the remainder in the Net
15 Settlement Amount. The Administrator shall issue the Class Representative Service
16 Payments on IRS Form 1099. Plaintiffs shall assume full responsibility and liability for
17 any taxes owed on their respective Class Representative Service Payments.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent
19 (35%) of the Gross Settlement Amount, which is currently estimated to be One Hundred
20 Nine Thousand Twenty-Five Dollars (\$109,025.00), and a Class Counsel Litigation
21 Expenses Payment of not more than \$125,000.00. Defendants will not oppose requests for
22 these amounts provided they do not exceed these caps. Plaintiffs and/or Class Counsel shall
23 file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
24 Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the
25 Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses
26 Payment in an amount less than that requested, the Administrator shall allocate the
27 remainder to the Net Settlement Amount. The Released Parties shall have no liability to
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1 Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the
2 Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The
3 Administrator shall issue the Class Counsel Fees Payment and Class Counsel Litigation
4 Expenses Payment on one or more IRS Forms 1099. Class Counsel shall assume full
5 responsibility and liability for any taxes owed on these payments and shall indemnify and
6 hold Defendants harmless from any dispute regarding the division or sharing of such
7 payments. There will be no additional charge of any kind to either the Class Members or
8 request for additional consideration from Defendants for such work unless, Defendants
9 materially breach this Agreement, including any term regarding funding, and further efforts
10 are necessary from Class Counsel to remedy said breach, including, without limitation,
11 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
12 and/or litigation costs and expenses in amounts that are less than the amounts provided for
13 herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,500.00
15 except for a showing of good cause and as approved by the Court. To the extent the
16 Administration Expenses are less or the Court approves payment less than \$8,500.00, the
17 Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
19 dividing the Net Settlement Amount by the total number of Workweeks worked by all
20 Participating Class Members during the Class Period, and (b) multiplying the result by each
21 Participating Class Member's number of Workweeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
23 Class Member's Individual Class Payment will be allocated to settlement of wage
24 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding
25 and will be reported on an IRS W-2 Form. The 80% of each Participating Class
26 Member's Individual Class Payment will be allocated to settlement of claims for
27 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
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subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of Twenty Thousand Dollars (\$20,000.00) shall be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$15,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$5,000.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 226 Class Members who collectively worked a total of 21,000 Workweeks, and 92 of Aggrieved Employees who worked a total of 6,000 PAGA Pay Periods.

1 4.2. Class Data. Not later than ten (10) business days after of the Court enters an order granting
2 preliminary approval of this Agreement, Defendants will deliver the Class Data to the Administrator,
3 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of
5 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
8 Data omitted class member identifying information and to provide corrected or updated Class Data
9 as soon as reasonably feasible. Without any extension of the deadline by which Defendant must
10 send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best
11 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
12 Class Data.

13 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
14 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
15 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
17 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
18 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
19 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
20 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
21 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
22 precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
24 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
25 postage prepaid. The face of each check shall prominently state the date (not less than 180
26 days after the date of mailing) when the check will be voided. The Administrator will
27 cancel all checks not cashed by the void date. The Administrator will send checks for
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Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (including, without limitation, 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and

1 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer
2 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members,
3 and Class Counsel will release claims against all Released Parties as follows.

4 5.1. Plaintiffs' Release. For, and in consideration of, the Plaintiffs' Individual Class Payments
5 and their separate Class Representative Service Payments, Plaintiffs and each of their respective
6 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and
7 assigns, generally, release and discharge Released Parties, as defined in paragraph 1.41, above, from
8 any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses,
9 liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of
10 indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any
11 nature whatsoever, known or unknown, (except for those arising as a result of a breach of any
12 provision of this Agreement), including, but not limited to any actions relating to Plaintiffs' work
13 with So Cal Land Maintenance, Inc., Stephen Holt Guise, and any of the Release Parties, and/or the
14 conclusion of that work or any actions relating directly or indirectly to any transaction, affairs or
15 occurrences between them from the beginning of time and up to the effective date of this Agreement,
16 including, but not limited to all loss, liability, damages, claims, charges, complaints, demands, and
17 causes of action arising directly or indirectly out of or in any way connected with the Action and
18 any claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national
19 origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C. section 206(d)(i)
20 (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair Employment and
21 Housing Act (discrimination including race, color, religion, sex, pregnancy, childbirth, or related
22 medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical
23 disability, mental disability, age, medical condition, genetic information, marital status, military and
24 veteran status, sexual orientation, reproductive decision making, off-duty use of cannabis); (6) Title
25 II of the Genetic Information Non-Disclosure Act (genetic information); (7) the California Labor
26 Code; (8) the Wage Orders issued by the California Industrial Welfare Commission (wage and
27 hour); (9) California Business and Professions Code section 17200 *et seq.*, (10) the Fair Labor
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1 Standards Act; (11) California Healthy Workplaces Healthy Families Act of 2014; (12) the
2 California Family Rights Act; (13) other federal, state, or local laws, including administrative
3 statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; (14)
4 any class or representative action claims; as well as (15) any claims for wrongful termination of
5 employment, constructive discharge, breach of contract, violation of public policy or common law,
6 invasion of privacy, retaliation, intentional interference with contract or business expectancy,
7 whistleblowing, intentional or negligent infliction of emotional distress, battery, discrimination,
8 harassment, and hostile and/or unsafe working conditions. (the "Plaintiffs' Release"). The Plaintiffs'
9 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
10 vested benefits, unemployment benefits, disability benefits, social security benefits, or workers'
11 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
12 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the
13 facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that the Plaintiffs'
14 Release shall be and remain effective in all respects, notwithstanding such different or additional
15 facts or Plaintiffs' discovery of them.

16 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes
17 of the Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions,
18 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

19 A general release does not extend to claims that the creditor or releasing party does not
20 know or suspect to exist in his or her favor at the time of executing the release, and that if
21 known by him or her would have materially affected his or her settlement with the debtor
22 or Released Party.

23 5.2 Release by Participating Class Members: For the duration of the Class Period, all Participating
24 Class Members, on behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
26 all claims that were alleged in the Action and subsequent Complaint, as defined above, or that
27 reasonably could have been alleged based upon the facts and claims stated in the Action and
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1 Complaint, arising during the Class Period, including, but not limited: (1) failure to pay overtime
2 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide
3 rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay
4 wages; (8) failure to indemnify; (9) unfair competition in violation of Business and Professional
5 Code Sections 17200, *et seq.*; and (9) civil penalties under the California Private Attorney's General
6 Act pursuant to California Labor Code sections 2698, *et seq.* alleged to have been violated by
7 Defendants, including, Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, *et seq.*,
8 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198.5, 1199, 2802, 2810.5, as
9 well as California Code of Regulations, Title 8, section 11040, Cal. Civ. Code section 3287, Cal.
10 Code. Civ. Proc. sections 1021.5 and 1032, and all applicable IWC Wage Orders.

11 5.2. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
12 Employees are deemed to release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
14 Parties from all causes of action and claims for civil penalties under the California Private Attorneys
15 General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and
16 legal theories contained in the PAGA Notice Letter, arising during the PAGA Period. The time
17 period governing the PAGA Released Claims shall be the PAGA Period.

18 **6. MOTION FOR PRELIMINARY APPROVAL**

19 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
20 Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

21 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
22 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
23 notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis
24 of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under
25 Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary
26 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
27 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
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1 and attesting to its willingness to serve; competency; operative procedures for protecting the security
2 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
3 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
4 and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense
5 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
6 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members;
7 (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the
8 Class Members and to its timely transmission to the LWDA of all necessary PAGA documents,
9 including the initial notice of violations (Lab. Code, § 2699.3, subd. (a)), the operative complaint
10 (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a
11 redlined version of the parties' Agreement showing all material modifications made to prior drafts
12 of the Agreement; and (viii) declarations averring that Plaintiff and Class Counsel are not aware of
13 any other pending matter or action asserting claims that will be extinguished or adversely affected
14 by the Settlement.

15 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
16 expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of
17 this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
18 appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
19 responsible for delivering the Court's Preliminary Approval to the Administrator.

20 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
21 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
23 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
24 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
25 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
26 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's
27 concerns.
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1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
3 Administration Solutions (“Phoenix”) to serve as the Administrator and verified that, as a condition
4 of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all
5 duties specified in this Agreement in exchange for payment of Administration Expenses. The
6 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise,
7 with the Administrator other than a professional relationship arising out of prior experiences
8 administering settlements.

9 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
10 Identification Number for purposes of calculating payroll tax withholdings and providing reports to
11 state and federal tax authorities.

12 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
13 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
14 468B-1.

15 7.4. Notice to Class Members

16 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
17 shall notify Class Counsel that the list has been received and state the number of Class
18 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
20 after receiving the Class Data, the Administrator will send to all Class Members identified
21 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
22 Notice with Spanish translation, substantially in the form attached to this Agreement as
23 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of
24 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
25 and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
26 amounts. Before mailing Class Notices, the Administrator shall update Class Member
27 addresses using the National Change of Address database.
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1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
3 any forwarding address provided by the USPS. If the USPS does not provide a forwarding
4 address, the Administrator shall conduct a Class Member Address Search, and re-mail the
5 Class Notice to the most current address obtained. The Administrator has no obligation to
6 make further attempts to locate or send Class Notice to Class Members whose Class Notice
7 is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
10 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendants, or Class Counsel is contacted by, or otherwise
14 becomes aware of, any person who believes they should have been included in the Class
15 Data and should have received a Class Notice, the Parties shall promptly meet and confer
16 in good faith to determine whether such person should be included as a Class Member. If
17 the Parties agree that the person should be included, the person shall be deemed a Class
18 Member entitled to the same rights and obligations as other Class Members. The
19 Administrator shall then send a Class Notice to such person by email and/or overnight
20 delivery, and such person shall have fifteen (15) calendar days from receipt of the Class
21 Notice, or the applicable deadline stated in the Class Notice, whichever is later, to exercise
22 any rights or options under this Agreement.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
25 must send the Administrator, by mail, a signed written Request for Exclusion not later than
26 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
27 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
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1 Class Member or his/her representative that reasonably communicates the Class Member's
2 election to be excluded from the Settlement and includes the Class Member's name,
3 address and email address or telephone number. To be valid, a Request for Exclusion must
4 be timely postmarked by the Response Deadline.

5 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
6 to contain all the information specified in the Class Notice. The Administrator shall accept
7 any Request for Exclusion as valid if the Administrator can reasonably ascertain the
8 identity of the person as a Class Member and the Class Member's desire to be excluded.
9 The Administrator's determination shall be final and not appealable or otherwise
10 susceptible to challenge. If the Administrator has reason to question the authenticity of a
11 Request for Exclusion, the Administrator may demand additional proof of the Class
12 Member's identity. The Administrator's determination of authenticity shall be final and not
13 appealable or otherwise susceptible to challenge.

14 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits
16 and bound by all terms and conditions of the Settlement, including the Participating Class
17 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether
18 the Participating Class Member actually receives the Class Notice or objects to the
19 Settlement.

20 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
21 Participating Class Member and shall not receive an Individual Class Payment or have the
22 right to object to the class action components of the Settlement. Because future PAGA
23 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
24 Members who are Aggrieved Employees are deemed to release the claims identified in
25 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

26 7.5.5. Plaintiffs and Defendants agree not to take any action to encourage any Class
27 Members to opt out of and/or object to the Class Settlement
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1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the
2 Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class
3 Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any)
4 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
5 by communicating with the Administrator via mail. The Administrator must encourage the
6 challenging Class Member to submit supporting documentation. In the absence of any contrary
7 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class
8 Notice are correct so long as they are consistent with the Class Data. The Administrator's
9 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
10 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
11 copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
12 Class Counsel and the Administrator's determination of the challenges.

13 7.7. Objections to Settlement

14 7.7.1. Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement,
16 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and/or Class Representative Service Payments.

18 7.7.2. Participating Class Members may send written objections to the Administrator, by
19 mail. In the alternative, Participating Class Members may appear in Court (or hire an
20 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator
22 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus
23 an additional 15 days for Class Members whose Class Notice was re-mailed).

24 7.7.3. Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

26 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
2 and use an internet website to post information of interest to Class Members including the
3 date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice,
5 the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment and Class Representative Service Payments, the Final
7 Approval and the Judgment. The Administrator will also maintain and monitor an email
8 address and a toll-free telephone number to receive Class Member calls and emails.

9 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
11 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion,
12 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a)
13 the names and other identifying information of Class Members who have timely submitted
14 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
15 information of Class Members who have submitted invalid Requests for Exclusion; (c)
16 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

17 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
19 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
20 (whether valid or invalid) received, objections received, challenges to Workweeks and/or
21 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
22 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
23 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
24 of all Requests for Exclusion and objections received.

25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all Class
27 Member challenges over the calculation of Workweeks and/or Pay Periods. The
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1 Administrator's decision shall be final and not appealable or otherwise susceptible to
2 challenge.

3 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the
4 Motion for Final Approval of the Settlement, the Administrator will provide to Class
5 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due
6 diligence and compliance with all of its obligations under this Agreement, including, but
7 not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the
8 re-mailing of Class Notices, attempts to locate Class Members, the total number of
9 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
10 written objections and attach the Exclusion List. The Administrator will supplement its
11 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
15 Counsel and Defense Counsel with a final report detailing its disbursements by employee
16 identification number only of all payments made under this Agreement. At least 7 days
17 before any deadline set by the Court, the Administrator will prepare, and submit to Class
18 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to
19 its disbursement of all payments required under this Agreement. Class Counsel is
20 responsible for filing the Administrator's declaration in Court.

21 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

22 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement,
23 (1) there are 298 Class Members and 21,000 Total Workweeks during the Class Period and (2) there
24 are 92 Aggrieved Employees who worked 6,000 Pay Periods during the PAGA Period.

25 8.1. Increase in Workweeks. Defendants represent that there are approximately 21,000
26 Workweeks during the Class Period. If the total number of Workweeks as of the end of the Class
27 Period exceeds the above figure by greater than 10% (exceeds 23,100), then the Gross Settlement
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1 Amount shall increase pro rata based on the number of additional Workweeks above 10% (i.e., if
2 the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount
3 shall increase by 1%). Defendant agrees to confirm the total Workweeks for the Class Period prior
4 to the filing of the Motion for Preliminary Approval of the Class and PAGA Settlement.

5 **9. MOTION FOR FINAL APPROVAL**

6 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final
7 approval of the Settlement that includes a request for approval of the PAGA settlement under Labor
8 Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
9 (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these
10 documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and
11 Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements
12 concerning the Motion for Final Approval.

13 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
14 Participating Class Member, including the right to file responsive documents in Court no later than
15 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
16 Court.

17 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
18 on any material change to the Settlement (including, but not limited to, the scope of release to be
19 granted by Class Members), the Parties will expeditiously work together in good faith to address the
20 Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's
21 decision to award less than the amounts requested for the Class Representative Service Payment,
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses
23 Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute
24 a material modification to the Agreement within the meaning of this paragraph.

25 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
27 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
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(iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

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11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person or entity except: (1) the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to initiate any communication with third parties regarding this Agreement or the matters giving rise to it prior to the filing of the Motion for Preliminary Approval, except to state only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members

1 consistent with ethical obligations.

2 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
3 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
4 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
5 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
6 to Class Members.

7 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
8 together with its attached exhibits shall constitute the entire agreement between the Parties relating
9 to the Settlement, superseding any and all oral representations, warranties, covenants, or
10 inducements made to or by any Party.

11 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately represent that they
12 are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or
13 permitted pursuant to this Agreement to effectuate its terms and to execute any documents
14 reasonably required to do so, including amendments to this Agreement.

15 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
16 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
17 Agreement, submitting supplemental evidence and supplementing points and authorities as
18 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
19 document necessary to implement the Settlement, or on any modification of the Agreement that may
20 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
21 and/or the Court for resolution.

22 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
25 or right released and discharged by that Party in this Settlement.

26 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
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1 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
2 10, as amended) or otherwise.

3 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
4 changed, or waived only by an express written instrument signed or agreed to by all Parties or their
5 representatives, and approved by the Court. Plaintiffs and Defendants expressly agree that should
6 the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel
7 and Defense Counsel are authorized to submit to the Court any amendments of this Agreement,
8 amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully
9 executed, which includes, but is not limited to, authorization of the use of signatures previously
10 provided by the Parties.

11 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
12 benefit of, the successors of each of the Parties.

13 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the internal laws of the state of California, without regard
15 to conflict of law principles.

16 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
17 Agreement. This Agreement will not be construed against any Party on the basis that the Party was
18 the drafter or participated in the drafting.

19 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
20 during Action and in this Agreement relating to the confidentiality of information shall survive the
21 execution of this Agreement.

22 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Evidence Code
23 section 1152, and all copies and summaries of the Class Data provided to Class Counsel by
24 Defendants in connection with the mediation, other settlement negotiations, or in connection with
25 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
26 be used in any way that violates any existing contractual agreement, statute or California Rules of
27 Court rule. Not later than 90 days after the date when the Court discharges the Administrator's
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1 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs
2 shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior
3 to the Court's discharge of the Administrator's obligation, Defendants makes a written request to
4 Class Counsel for the return, rather than the destruction, of Class Data.

5 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
6 for convenience of reference only and does not constitute a part of this Agreement.

7 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
8 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
9 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by
11 facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be
12 accepted as an original. All executed counterparts and each of them will be deemed to be one and
13 the same instrument if counsel for the Parties will exchange between themselves signed
14 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
15 contents of this Agreement.

16 11.18. Stay of Litigation. The Parties agree that upon execution of this Agreement the litigation
17 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant
18 to Code of Civil Procedure section 583.330, to extend the time to bring the Action to trial under
19 Code of Civil Procedure section 583.310 for the duration of the settlement approval process.

20 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
21 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
22 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
23 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
24 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
25 Agreement.

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1 IT IS SO AGREED:

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06/03/2026

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4 Plaintiff, EMANUEL TORRES

For Defendant, SO CAL LAND
MAINTENANCE, INC.

5

6 *Juan Manuel Torres*

06/03/2026

7

8 Plaintiff, JUAN MANUEL TORRES, JR.

For Defendant, STEPHEN HOLT GUISE

9

10 *Juan Manuel Torres Valderrama*

06/03/2026

11

12 Plaintiff, JUAN MANUEL TORRES
13 VALDERRAMA

14 *Jose C. Vargas*

07/28/2026

15

16 Plaintiff, JOSE C. VARGAS

17 AGREED AS TO FORM ONLY:

18 *David D. Bibiyan*

07/28/2026

19 David D. Bibiyan
20 Vedang J. Patel
21 Counsel for Plaintiffs

Thomas W. Kovacich
Joshua N. Lange
Grace M. Lau
Counsel for Defendants

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IT IS SO AGREED:

Plaintiff, EMANUEL TORRES

For Defendant, SO CAL LAND
MAINTENANCE, INC.

Plaintiff, JUAN MANUEL TORRES, JR.

For Defendant, STEPHEN HOLT GUISE

Plaintiff, JUAN MANUEL TORRES
VALDERRAMA

Plaintiff, JOSE C. VARGAS

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Thomas W. Kovacich
Joshua N. Lange
Grace M. Lau
Counsel for Defendants